

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**T-M VACUUM PRODUCTS, INC.,** §  
§  
§  
**PLAINTIFF** § **CASE NO. 07-4108**  
§  
§  
**VS.** §  
§  
§  
**TAISC, INC., d/b/a GLOBALEASE**  
**SOLUTIONS,** §  
§  
§  
**DEFENDANT** §

**ANSWER TO COUNTERCLAIM**

Plaintiff T-M Vacuum Products, Inc. (“T-M Vacuum”) responds in answer to the Counterclaim by Defendant (the “Counterclaim”), filed by Defendant TAISC, Inc., d/b/a Globalease (or Global Lease) Solutions (“GlobaLease”), and respectfully states:

**Responses to Allegations in the Complaint**

1. With respect to paragraph I of the Complaint: T-M Vacuum admits that it has been served with the Counterclaim.
2. With respect to paragraph II of the Complaint: T-M Vacuum admits that a contract was signed, specifically the Purchase Contract, as amended, as more fully described in T-M Vacuum’s Complaint. The Purchase Contract, which is attached to the Complaint but not the Counterclaim, speaks for itself. Except as otherwise stated in the Complaint, T-M Vacuum denies GlobaLease’s characterization of provisions of the Purchase Contract. T-M Vacuum admits that its delivery of furnace units was beyond the dates originally provided in the Purchase Contract, but denies the remaining allegations of paragraph II.

3. With respect to paragraph III of the Complaint: T-M Vacuum admits that the Consent and Agreement was signed. The Consent and Agreement, which is attached to the Complaint but not the Counterclaim, speaks for itself. Except as otherwise stated in the Complaint, T-M Vacuum denies GlobaLease's characterization of provisions of the Consent and Agreement.

4. With respect to paragraph IV of the Complaint: The Consent and Agreement speaks for itself. T-M Vacuum admits that the quoted language is found in the Consent and Agreement, but denies the remaining allegations of paragraph IV.

5. With respect to paragraph V of the Complaint: T-M Vacuum denies the allegations of paragraph V.

#### **Affirmative Defenses**

1. The damage provision in the Consent and Agreement is an unenforceable penalty.

2. Any delay or other alleged breach of the Purchase Contract is immaterial.

3. Any delay or other alleged breach of the Purchase Contract has been waived.

4. Any delay or other alleged breach of the Purchase Contract has been excused by the *force majeure* provision of that contract.

5. Any delay or other alleged breach of the Purchase Contract has been excused by GlobaLease's breach of its own contractual obligations, both in the Purchase Contract and in the Consent and Agreement.

6. GlobaLease should be estopped from asserting any claim based on any delay or other alleged breach of the Purchase Contract.

WHEREFORE, Plaintiff/Counter-Defendant T-M Vacuum Products, Inc. prays that Counter-Plaintiff TAISC, Inc., d/b/a Globalease (or Global Lease) take nothing and that Counter-Defendant

recover its costs of court and such other and further relief to which it may be entitled.

Respectfully submitted,

/s/ H. Miles Cohn

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**ATTORNEYS FOR T-M VACUUM  
PRODUCTS, INC., PLAINTIFF/COUNTER-  
DEFENDANT**

**CERTIFICATE OF SERVICE**

I do hereby certify that a copy of the foregoing Answer To Counterclaim has been forwarded, via facsimile, on this the 18<sup>th</sup> day of January, 2008, to Defendant/Counter-Plaintiff's attorney of record:

Thomas G. Bousquet  
9225 Katy Freeway, #103  
Houston, Texas 77024  
Facsimile (713) 827-0096

/s/ H. Miles Cohn

H. Miles Cohn